

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

BAUM

Application No.: 10/038,004

Filed: 1/2/2002

For: DISTRIBUTING IMAGES TO
MULTIPLE RECIPIENTS

Examiner: GARG, YOGESH C

Art Unit: 3625

TERMINAL DISCLAIMER PURSUANT
TO §1.321

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

Petitioner, SHUTTERFLY, INC., is the owner of 100 percent interest in the instant application. Petitioner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of co-pending Application No. 09/436,704. Petitioner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under


37 CFR 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

5 I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

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Respectfully submitted,

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Xin Wen, Director of Intellectual Property
Shutterfly, Inc.

7/2/2004
Date

Attorney's Docket No.: 11087-004001

ASSIGNMENT

For valuable consideration, I, DANIEL R. BAUM, hereby assign to SHUTTERFLY, INC., a Delaware corporation having a place of business at: 2800 Bridge Parkway, Suite 101, Redwood Shores, CA 94065 and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of an application for United States Patent signed by us this day, entitled DISTRIBUTING IMAGES TO MULTIPLE RECIPIENTS, filed November 9, 1999, and assigned U.S. Serial Number 09/436,704, and I authorize and request the attorneys appointed in said application to hereafter complete this assignment by inserting above the filing date and serial number of said application when known; this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

Attorney's Docket No.: 11087-004001

IN WITNESS WHEREOF, I hereto set my hand and seal at Redwood City,
this 1 day MARCH of 2000
14-18-71 L.S.
Daniel Baum

Before me this 14TH day of March, 2000, personally
appeared DANIEL R. BAUM known to me to be the person whose name is subscribed to the
foregoing Assignment and acknowledged that he executed the same as his free act and deed for
the purposes therein contained.

Michael Murphy
Notary Public
My Commission Expires: JULY 28TH 2001

[Notary's Seal Here]



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Respectfully submitted,



Virender Khluwalia, Chief Financial Officer

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6/01/04
Date